

CITY COUNCIL

Public Safety, Public Works and Neighborhood Services Committee

Monday, March 18, 2013

**Agenda
5:00 p.m.**

The Public Safety, Public Works and Neighborhood Services Committee's area of responsibility includes Police, Fire, Neighborhood Parks, Neighborhood Revitalization, Community Development, Code Enforcement and Graffiti Abatement efforts, Community Group Organization and Support

Committee Members: Marcia Goodman-Hinnershitz (Chair), Jeff Waltman (Vice Chair) and Stratton Marmarou

Although Council committee meetings are open to the public, public comment is not permitted at Council Committee meetings. However, citizens are encouraged to attend and observe the meetings. Comment from citizens or professionals during the meeting may be solicited on agenda topics via invitation by the Committee Chair.

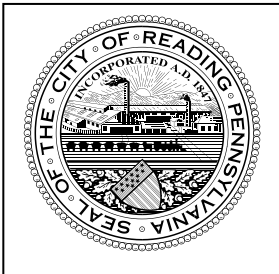
All electronic recording devices must be at the entry door in all meeting rooms and offices, as per Bill No. 27-2012

- I. Egelman's Lease and Status of City-owned Property List**
 - a. Request for an Asset Inventory**
- II. Update re River Road Extension Project – C. Jones**
- III. Update on Gas Meter Issue – C. Younger & Plumbing Board**
- IV. Capital Repairs to Library – C. Snyder**

V. Nuisance Bar Strategies – W. Heim, C. Younger, L. Agudo

Follow-up Issues:

- Storm Water Utility (PW 19)
- Seek Sponsorships for parks and park maintenance (PW 11)
- Former Police Academy Building
- Establish and Enforce a Utility Cut Program (PW 15) – in progress
- Fleet Maintenance Contract with Neighboring Municipalities (PW 03)
- Inventory of Lease Agreements (PW11) – in progress
- Capital Repairs to Library – in progress
- Managing all street lights (PW 21)
- Egelman's Park
- Egelman's Dam
- Ordinance Regulating Utilities in City Streets
- Street Lighting in Wyomissing Park area – in progress
- Police Force Manning Levels and Crime Trends – quarterly – next update April
- Update re In-sourced Recycling Collection
- Standards to Establish a Crime Watch
- UGI Meter Relocation
- Pagoda Foundation
- Angelica Lease Agreements



CITY COUNCIL

Public Safety, Public Works and Neighborhood Services Committee

***Tuesday, February 19, 2013
Meeting Report***

Committee Members Attending: S. Marmarou, M. Goodman-Hinnershitz

Others Attending: S. Katzenmoyer, C. Snyder, C. Jones

Ms. Goodman-Hinnershitz, Chair, called the Public Safety, Public Works and Neighborhood Services Committee meeting to order at 5:04 pm.

William Lane Parking

Mr. Jones explained where William Lane is located on the north side of Kutztown Rd just past the former Super Shoes building and explained that it serves a business area. He stated that William Lane curves left at one point and that currently there is parking allowed on both sides making it difficult for trucks to maneuver the curve. He stated that all businesses located on William Lane have off-street parking areas and stated that he will be reviewing the situation and will bring a recommendation to Council in the near future.

Ms. Katzenmoyer questioned if William Lane serves any residential areas. Mr. Jones stated that it does not. He stated that William Lane is a cul-de-sac and serves businesses only. He stated that he will be reviewing the off-street parking available. He stated that he brought this to committee so that Council has background when they receive the recommendation.

Egelman's Lease

Ms. Goodman-Hinnershitz stated that this issue was also discussed at a Recreation Commission meeting. She stated that clarification of the agreement is needed regarding ball fields.

Ms. Snyder stated that she has had meetings with Ms. Klahr, Mr. Lubas, Mr. Washington and Ms. Adams (County Recreation) and that she will be meeting with Mr. Gaston this week.

Ms. Snyder stated that all parties suggested that when the lease is terminated (the letter will be delivered shortly) that the City immediately make accommodations for those who have already scheduled for the 2013 season. She stated that the School District and Junior Legion already have the field scheduled.

Ms. Snyder stated that several people have voiced their concerns to her about the financial situation at Egelman's. She stated that she will be reviewing this information with Mr. Gaston. She stated that she has been told that it is possible that those concerned do not understand the costs associated with running baseball leagues.

Ms. Snyder suggested that a one year lease be negotiated for 2013 while the City reviews proposals for future agreements. She stated that the Recreation Commission is also interested in using this field to increase their programming.

Ms. Snyder stated that Ms. Adams suggested that all future lease agreements include a clause stating that the leasing group is responsible for paying all utilities, rather than the City. She stated that the utility costs for Egelman's ball field is approximately \$5,000 per year.

Ms. Goodman-Hinnershitz stated that the Recreation Commission recommended that Mr. Younger review the current agreement to determine if ball fields are covered. She noted her concern that some groups may not have the capacity to undertake a large project like this one. She also noted the need for the City to consider the maintenance capability of any new groups as Mr. Gaston always kept the area clean and well maintained.

Ms. Snyder noted the hope of Mr. Klahr and Mr. Lubas that the field use benefits City youth.

Ms. Goodman-Hinnershitz questioned what the fees to participate in tournaments at Egelman's is used for.

Ms. Snyder stated that the equipment also needs to be reviewed. She noted the need to ensure that any equipment that belongs to the City remains at the facility. Mr. Jones stated that Mr. Gaston owns equipment that is also stored there. Ms. Goodman-

Hinnershitz noted that this review must be part of the lease dissolution process.

Ms. Snyder stated that she will be verifying whose funds were used to make equipment purchases.

Ms. Goodman-Hinnershitz noted her hope that this process will set the example for any future lease dissolutions.

Ms. Snyder noted the need to not rush through this process to ensure that it is done well.

Ms. Goodman-Hinnershitz stated that this lease dissolution has been discussed many times. She stated that there were transition issues which caused delays but the formation of the Recreation Commission brought the issue back to the forefront. She stated that Council cannot break a lease.

Ms. Snyder expressed the belief that Mr. Gaston may not have been great with paperwork but that he always cared for City youth.

Ms. Goodman-Hinnershitz stated that the City is also at fault for not requesting the paperwork regularly.

Mr. Marmarou stated that this organization was recently awarded \$5,000 by the Reading Fightin' Phils. Ms. Snyder stated that the organization receives this award regularly and that it is used to cover umpire fees. Mr. Jones stated that umpire fee payment varies depending on the organization of the league.

Angelica Lease Agreements

Ms. Goodman-Hinnershitz reminded all that these agreements are still outstanding.

Ms. Snyder stated that she is waiting for information from the Conservancy. Mr. Jones stated that the delay is due to Ms. Murphy's health issues.

Ms. Snyder noted the hope of the Recreation Commission to use this ball field. She stated that negotiations have been stalled because they would need to abide by the current lease.

Ms. Katzenmoyer explained that the current lease allows time for Alvernia to maintain the fields after the NCAA season and that the City often receives complaints that no community organizations are allowed to use this field.

Ms. Snyder reviewed the new usage terms being negotiated between the Recreation Commission and Alvernia. Mr. Jones reviewed the current terms.

Ms. Snyder expressed the belief that the new terms give greater access. She stated that she suggests that the Recreation Commission move forward and that the current lease be amended until the new lease is in place.

Mr. Jones stated that the new terms should be in place before the start of the 2013 season. The Committee agreed.

SAFER Grant Update

Ms. Snyder stated that she continues to meet with representatives of the IAFF. She stated that she does not have enough information for another update at this time. She stated that the City has not yet determined if the grant will be accepted, declined, or modified.

Gas Meter Update

Ms. Goodman-Hinnershitz stated that issues persist in East Reading.

Ms. Katzenmoyer stated that construction equipment and vehicles remain on S 18th St. She stated that there are items in the street and in the grass of Pendora. She noted her fear that as the weather warms, children will become interested in the items. Mr. Jones stated that he will follow up with UGI again about their removal of these items.

Follow Up Items

- Ms. Goodman-Hinnershitz stated that the Pagoda Foundation has held a meeting. She stated that Mr. Olsen is working with Ms. Snyder.
- Ms. Snyder stated that she will have an update on the capital repairs to the library at the next meeting.
- Ms. Goodman-Hinnershitz questioned the status of repairs to Egelman's Dam and the road. Mr. Jones stated that he has requested State funding for repairs. He stated that the City can also use sewer funds to make the repairs as the issues are water related. He stated that repairs will be complete in 2013.

There was a brief discussion about the use of the flagpole at the Pagoda as a communication tower and the possibility of solar lighting for the flag.

The meeting adjourned at 5:38 pm.

Respectfully submitted by
Shelly Katzenmoyer, Deputy City Clerk

BILL NO. _____-2013

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE THE LEASE BETWEEN THE CITY OF READING AND EGELMAN'S PARK ASSOCIATION FOR A PORTION OF PREMISES KNOWN AS EGELMAN'S PARK.

WHEREAS, the City of Reading is the legal owner of certain property known as Egelman's Park situate in the City of Reading, Berks County, PA; and

WHEREAS, the City of Reading desires to lease a portion of the aforementioned premises for its use for various recreational purposes; and

WHEREAS, the City of Reading finds that leasing said premises to Egelman's Park Association for said purpose is in the best interests of the City of Reading,

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate and effectuate the lease between the City of Reading and Egelman's Park Association for a portion of certain property known as Egelman's Park, Reading, Berks County, Pennsylvania as set forth in the attachment.

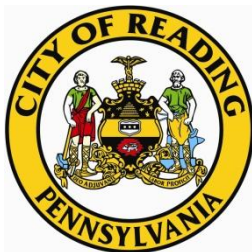
SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2013

President of Council

Attest:

City Clerk



City of Reading, PA Commercial Lease

The City of Reading provides various Park and Recreation facilities throughout the City for the use and enjoyment of its residents. It is the goal of the City to make the facilities available for use by organizations and individuals for non-profit recreational purposes. The City's Parks are open to the public from dawn to dusk & individuals, or groups, may reserve the use of facilities.

RECITALS

City of Reading, hereafter "LESSOR" is the owner of the municipal park facility known as Egelman's Park, located within the City of Reading; and

Egelman's Park Association, hereafter "LESSEE" is engaged in the business of managing organized youth athletic leagues that for the past twenty (20) years have operated on Egelman's Field, within Egelman's Park; and

LESSOR and LESSEE have had a business relationship for more twenty (20) years and wish to continue that relationship for another lease term, as specified in this AGREEMENT.

In consideration of the mutual promises herein contained, acknowledged and accepted without reservation by the LESSOR and LESSEE, the City of Reading and _____ hereby mutually undertake, promise, and agree to the following:

AGREEMENT

This COMMERCIAL LEASE AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____, 2013 by and between the City of Reading ("LESSOR") and _____ ("LESSEE").

ARTICLE I – LEASE OF PREMISES

1.1 Leased Premises: Subject to the terms and conditions of this AGREEMENT, LESSOR hereby grants to LESSEE an exclusive Lease for Egelman's Field and for the adjacent concession facility, (hereafter the "PREMISES"), for the operation and management of youth athletics.

1.2 Improvements and Additions: LESSEE hereby accepts the PREMISES from LESSOR in its present condition. LESSEE shall not cause or permit any changes, alterations, repairs, painting, staining, signage etc., to the PREMISES unless approved by the City. Any subsequent alterations, additions, improvements, etc. upon the PREMISES shall be made with the express written approval by the City, and thereafter maintained at the expense of LESSEE in accordance with the terms and conditions of this AGREEMENT. Any authorized alterations, additions, improvements; etc made to the PREMISES shall be considered the LESSOR's exclusive property.



- 1.3 Assignment: LESSEE may not assign, in whole or in part, this AGREEMENT or its duties, obligations, or privileges without the prior written consent of the City.

ARTICLE II – LEASE TERM

- 2.1 Term: This AGREEMENT shall begin on the first (1) day of June, 2013 and end on thirty-first (31) day of December, 2013. It is agreed between the parties that the LESSEE is allowed to operate its charitable nonprofit recreational/athletic association on the PREMISES and is responsible for the operation and day-to-day use of the land and facilities leased for the duration of this AGREEMENT. The City, however, reserves the right to grant use of the land and facilities leased on those days, and at those times, which have not been scheduled by the LESSEE.
- 2.2 Termination: LESSOR expressly reserves the right to terminate this AGREEMENT without cause by delivering written notice to the LESSEE's address on file.
- 2.3 Default: If LESSEE is in default of any terms and conditions of this AGREEMENT or violates any laws of the United States, the Commonwealth of Pennsylvania, or applicable City of Reading ordinances, and thereafter fails to correct the performance constituting breach upon five (5) days of written notice, the LESSOR may exercise any rights or remedies for such default that LESSOR may have at law or in equity, including the right to terminate this AGREEMENT.
- 2.4 Holding Over: If LESSOR permits the LESSEE to occupy the PREMISES beyond the AGREEMENT, or past the date of Termination, the tenancy thereafter shall be on a period of a three (3) month basis and remains subject to all terms and conditions of this AGREEMENT.

ARTICLE III – FEES, EXPENSES, & RECORDS

- 3.1 Rent: For the privileges granted the LESSEE herein, LESSEE is not required to pay rent to the LESSOR for the duration of this AGREEMENT.
- 3.2 Utilities: LESSEE is responsible for the payment of electric associated with their use and operation of UTILITY ACCOUNTS, defined as (1) the lights on the ball field; and (2) and the concession kitchen at the Field, on the PREMISES for the duration of the AGREEMENT, and tenancy. These locations are separately metered and LESSEE is responsible for them during the Term of this AGREEMENT, should a circumstance require the LESSOR to use the equipment associated with the UTILITY ACCOUNTS, the City is responsible for those expenditures and will reimburse LESSEE for costs associated with their use. Failure to pay utilities by LESSEE constitutes Default of this AGREEMENT. All remaining utilities expenses, excluding UTILITIES ACCOUNTS, will be paid by the LESSOR.
- 3.3 Records: LESSEE shall keep an accurate set of financial records, pursuant to its business, and shall furnish to the City/LESSOR upon request, all information deemed pertinent to its operation and business organization. Moreover, LESSOR shall be given full access to

LESSEE's complete financial and business records, including schedules, for all reasons related to the contractual relationship between the parties.

ARTICLE IV – USE OF THE PREMISES

- 4.1 Permissible Uses: During the Term of this AGREEMENT, LESSEE shall use the PREMISES for the purpose of operating a non-profit recreational/athletic association comprised in part by the East Reading Athletic Association, Central Catholic High School, and the Berks County Catholic Youth Organization. For the duration of the AGREEMENT, the LESSEE, in operation of the PREMISES or in granting permission for its use, remains subject to the laws of the United States, Commonwealth of Pennsylvania, and the City of Reading and agrees not to discriminate against participation on the basis of race, creed, sex, or color.
- 4.2 Hours of Operation: The LESSEE is allowed to access, utilize, and schedule events on the PREMISES as necessary to perform its business purpose under this AGREEMENT.
- 4.3 Equipment Repair and Replace: Any and all repairs, maintenance, or replacement of fixtures or equipment shall be made at LESSEE's expense. Any equipment owned by the LESSEE previous to this AGREEMENT that is repaired, maintenance, or replaced, shall remain the property of the LESSEE and subsequently removed at this termination of this AGREEMENT.

ARTICLE V – MAINTENANCE & REPAIR

- 5.1 Maintenance by the LESSEE: LESSEE shall keep the PREMISES in the condition as when delivered at the time of this AGREEMENT, and in compliance with all codes promulgated by the City of Reading. LESSEE is responsible general maintenance and upkeep, excepting ordinary wear and tear or an act of God. In the event of material change to the condition of the PREMISES, the LESSEE shall provide LESSOR prompt notice of the defective circumstance, there by granting LESSOR opportunity to exercise reasonable measures and due diligence to repair.
- 5.2 Additional Maintenance: LESSEE agrees to the following during the business purpose of this AGREEMENT: (a) follow all rules and regulations of the City of Reading Public Works Department; (b) ensure that all trash accrued during business operation for the purposes of this AGREEMENT is disposed of in the proper receptacles for collection by the LESSOR.

ARTICLE VI – INDEMNIFICATION

- 6.1 Indemnification: The LESSEE agrees to protect, defend, and hold harmless City/LESSOR from any and all claims, damages, suits, or expenses, and charges, including legal fees in defense thereof that might be asserted by any party participating in, or arising out of, or related to the this AGREEMENT. This includes, but is not limited to courts costs and expert fees, incurred by the negligent acts or omissions of LESSEE, agents, officers, invitees, or licensed occupants of the PREMISES. If portions of this AGREEMENT are held invalid, this provision shall remain in effect as a separate contract between the LESSOR and LESSEE.

ARTICLE VII – MISCELLANEOUS PROVISIONS

7.1 Applicable Laws: This AGREEMENT shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the City of Reading.

7.2 Headings: The headings and underlined captions herein are used for convenience only, and are not to be construed in the interpretation of this AGREEMENT.

7.3 Notices: The LESSOR, including attention to, and LESSEE's address for all notices required under this AGREEMENT shall be:

_____	_____
_____	_____
_____	_____

7.4 Independent Contractor: LESSEE is and at all times under this AGREEMENT shall be considered as an Independent Contractor and is not a City of Reading employee.

7.5 Entire AGREEMENT and Modification: This instrument memorializes the entire and whole AGREEMENT as accepted by the parties, and supersedes any and all other AGREEMENTs or understandings. There shall be no modification of this AGREEMENT, except in writing, and unless accepted mutually by the Parties.

7.6 Severability: If any provision(s) of this AGREEMENT or provision is held invalid or deemed impermissible, such provision(s) will be considered severable and will not affect other provisions or applications of this AGREEMENT which can be given effect and remain in intact.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed this day and year first above written.

City of Reading/LESSOR

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

Date: _____

Egelman's Park Association/LESSEE

By: _____

Date: _____

Attest: _____

Date: _____